

CLOSED

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEW JERSEY

EQUAL EMPLOYMENT  
OPPORTUNITY COMMISSION,

Plaintiff,

v.

KEAN UNIVERSITY,

Defendant.

: HONORABLE JOHN C. LIFLAND  
:  
: Civil Action No. 05-1553 (JCL.)  
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**CONSENT DECREE**

This action was instituted by the U.S. Equal Employment Opportunity Commission ("the EEOC" or "the Commission") on March 21, 2005, against Kean University to enforce provisions of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 621, et seq. (the "ADEA"). The EEOC filed this lawsuit on behalf of Andrew Triandafilou, alleging that Kean University failed to promote Mr. Triandafilou to the position of Associate Supervisor 2, Facilities because of his age, then age 59. Kean University denies these factual allegations and contends that it made the promotion decision based on the qualifications of the candidates. Kean University denies that any unlawful discrimination occurred and is entering into the Consent Decree to avoid the expense of litigation. The EEOC's policy or practice is to resolve cases by means of a Consent Decree.

This Consent Decree is entered into in good faith by and shall be final and binding between the EEOC and Kean University, and their directors, officers, and employees (hereinafter collectively referred to as "the EEOC" and "Kean University"). The EEOC and Kean University agree to entry of this Consent Decree, which shall fully and finally resolve all claims the EEOC

raised in its Complaint in Civil Action No. 05-1553 (JCL).

This Consent Decree shall not constitute either an adjudication of or finding on the merits of the complaint and shall not be construed as an admission by Kean University of any violation of the ADEA. This Consent Decree shall not constitute a precedent in any other matter involving another employee.

**NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED THAT:**

**NON-DISCRIMINATION AND NON-RETALIATION**

1. This Court has jurisdiction over the parties and subject matter of this action.
2. Kean University agrees it will not make promotion decisions based on age and agrees it will not discriminate against any employee or applicant for employment on the basis of age in violation of the ADEA.
3. Kean University agrees it will not engage in any employment practices which retaliate in any manner against any person, including but not limited to Andrew Triandafilou, because of that person's opposition to any practice under the ADEA or because that person has made a charge, testified, assisted or participated in any manner in an investigation, proceeding or hearing under the ADEA.
4. Kean University shall not divulge, directly or indirectly, to any identifiable employer or prospective employer of Andrew Triandafilou any of the facts or circumstances related to the claims of discrimination against Kean University in this case or any of the events relating to their participation in the litigation of this action. However, nothing herein shall preclude Kean University from releasing information on this matter as required by law.
5. Nothing in this Consent Decree, either by inclusion or exclusion, shall be

construed to limit the obligations of Kean University under the ADEA or the EEOC's authority to process or litigate any charge of discrimination now pending or filed in the future against Kean University.

**MONETARY RELIEF**

6. Within 15 days after receipt of a Release executed by Andrew Triandafilou, Kean University agrees to pay him the amount of Seventeen Thousand Dollars and no Cents (\$17,000.00) to Andrew Triandafilou. The check will be mailed to Mr. Triandafilou at an address provided to Kean University by counsel for the EEOC. Proof of the payment (consisting of a copy of the check and a copy of the transmittal letter to Mr. Triandafilou) shall be mailed within five (5) business days thereafter to the attention of Mary M. Tiernan, Senior Trial Attorney, EEOC, 21 South Fifth Street, Suite 400, Philadelphia, PA 19106-2515.

**POSTING OF NOTICE**

7. Within twenty (20) business days after entry of this Consent Decree, Kean University shall post on one bulletin board located at the Human Resources Office of Kean University, the same-sized copy of the Notice attached as Exhibit 1 to this Consent Decree. The Notice shall remain posted for two (2) years from the date of entry of this Consent Decree. Kean University shall provide to the attention of Mary M. Tiernan, Senior Trial Attorney, EEOC, 21 South Fifth Street Suite 400, Philadelphia, PA 19106-2515, confirmation of the location and date of posting within twenty (20) days after entry of this Consent Decree. If the posted copy becomes defaced, removed, marred or otherwise illegible, Kean University agrees to post a readable copy in the same manner as heretofore specified.

**TRAINING**

8. Kean University shall provide training on the requirements of the ADEA as follows:

(a) Kean University agrees to provide annual training sessions for all of its managers and supervisors on employee rights and employer obligations under the ADEA. The training will emphasize what constitutes unlawful discrimination on the basis of age, what constitutes unlawful retaliation, and how to keep the company free from such unlawful discrimination or retaliation.

(b) Kean University shall first provide training in accordance with Paragraph 8(a) by no later than one hundred twenty (120) calendar days after entry of this Consent Decree and also shall provide such training in calendar year 2007.

**RECORDKEEPING**

9. For a period of two (2) years following entry of this Consent Decree, Kean University shall document and retain in a centralized file in its Human Resources Department records of each complaint of discrimination based on age made by any employee at its facility in Union, New Jersey. These records shall reflect the date the complaint was made, who made the complaint, what was alleged and the actions, if any, Kean University took to resolve the matter, and shall make such records available for inspection and copying by the EEOC as permitted by paragraph 10 below.

10. Kean University shall make all documents or records referred to in Paragraph 9 available for inspection and copying, with appropriate redactions, within thirty (30) days after the EEOC so requests or within a reasonable amount of time. In addition, Kean University shall

make available for interview all persons in its employ whom the EEOC reasonably requests for purposes of verifying compliance with this Consent Decree and shall permit a representative of the EEOC to enter Kean University's premises for such purposes on ten (10) business days' advance notice by the EEOC.

11. Nothing in this Consent Decree shall be construed to limit any obligation Kean University otherwise may have to maintain records under the ADEA or any other law or regulation. After expiration of this Consent Decree, records will be maintained by Kean University as required by law.

#### **REPORTING**

12. Kean University shall furnish to the EEOC a certification that it complied with the terms of this Consent Decree twelve (12) months and twenty-four (24) months after entry of this Consent Decree.

#### **DISPUTE RESOLUTION**

13. In the event either party to this Consent Decree believes the other party has failed to comply with any provision(s) of the Consent Decree, the complaining party shall notify the other party of the alleged non-compliance within twenty (20) days of the alleged non-compliance and afford the alleged non-complying party forty-five (45) business days to remedy the non-compliance or satisfy the complaining party that the alleged non-complying party has complied. If the alleged non-complying party has not remedied the alleged non-compliance or satisfied the complaining party that it has complied within forty-five (45) business days, the complaining party may apply to the Court for appropriate relief.

**MISCELLANEOUS PROVISIONS**

14. Kean University and EEOC shall bear their own expenses, costs and attorneys' fees.

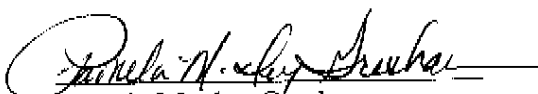
15. This Consent Decree shall fully and finally resolve all claims which were raised by the EEOC in its Complaint in Civil Action No. 05-1553 (JCL).

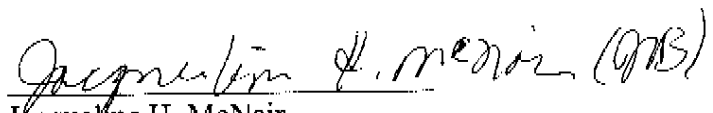
16. This Consent Decree shall be filed in the United States District Court for the District of New Jersey and shall continue in effect for two (2) years. During this time, this Court shall retain jurisdiction over this matter and the parties for purposes of enforcing compliance with the Consent Decree, including issuing such orders as may be required to effectuate its purposes. Any application by any party to modify or vacate this Consent Decree during such period shall be made by motion to the Court on no less than thirty (30) days notice to the other party.

17. The Clerk of the District Court is hereby directed to send a file-stamped copy of this Consent Decree to counsel of record.

James L. Lee  
Deputy General Counsel

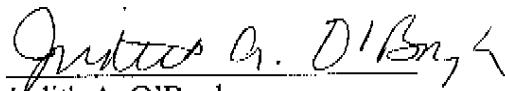
Gwendolyn Young Reams  
Associate General Counsel  
U.S. EQUAL EMPLOYMENT  
OPPORTUNITY COMMISSION  
1801 L Street, NW  
Washington DC 20507

  
Pamela Mosley Gresham  
Deputy Attorney General  
Office of the Attorney General

  
Jacqueline H. McNair  
Regional Attorney  
EQUAL EMPLOYMENT OPPORTUNITY

Dep't. of Law & Public Safety  
Division of Law  
R.J. Hughes Justice Complex  
25 Market Street  
Trenton, NJ 08625

COMMISSION  
Philadelphia District Office  
21 S. 5<sup>th</sup> Street, Suite 400  
Philadelphia, PA 19106  
(215) 440-2828



Judith A. O'Boyle  
Supervisory Trial Attorney  
EQUAL EMPLOYMENT OPPORTUNITY  
COMMISSION  
Philadelphia District Office  
21 S. 5<sup>th</sup> Street, Suite 400  
Philadelphia, PA 19106  
(215) 440-2828



Mary M. Tiernan  
Senior Trial Attorney  
EQUAL EMPLOYMENT OPPORTUNITY  
COMMISSION  
Philadelphia District Office  
21 S. 5<sup>th</sup> Street, Suite 400  
Philadelphia, PA 19106  
(215) 440-2828

By the Court:



JOHN C. LIFLAND, U.S.D.J.

Dated:

3/15/06

**EXHIBIT 1**

**NOTICE TO ALL KEAN UNIVERSITY EMPLOYEES**

The Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 621, *et seq.* (the "ADEA") prohibits discrimination against employees and applicants for employment age 40 or older based upon age. The ADEA further prohibits retaliation against employees or applicants who avail themselves of the rights under the ADEA by engaging in protected activities, such as filing a charge of discrimination and/or testifying or participating in an EEOC investigation. The EEOC is the federal agency which investigates charges of unlawful employment discrimination. The EEOC has the authority to bring lawsuits in federal court to enforce the ADEA.

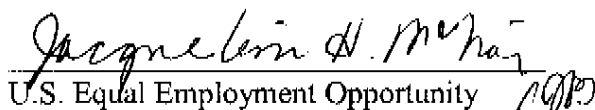
This Notice is posted pursuant to a Consent Decree entered by the federal court for the District of New Jersey resolving the lawsuit of EEOC v. Kean University, Civil Action Number 05-1553 (JCL).

The EEOC alleged that Kean University failed to promote an individual to a supervisory position based on his age. Kean University denied these allegations and is entering into the Consent Decree in order to avoid the expense and uncertainty of litigation. To resolve the case, Kean University and the EEOC have entered into a Consent Decree which provided, among other things, that: (1) Kean University acknowledges its obligation not to discriminate on the basis of age; (2) Kean University acknowledges its obligation not to retaliate against any person in violation of the ADEA or because the person asserted any rights under the Consent Decree; and (3) Kean University will continue to provide training.

If you believe you have been discriminated against, you may contact the EEOC at (973) 645-6383. The EEOC charges no fees and has employees who speak languages other than English.

**THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE**

This Notice must remain posted for two (2) years from the date below and must not be altered, defaced or covered by any other material. Any questions about this Notice or compliance with its terms may be directed to the: Regional Attorney, EEOC Philadelphia District Office, 21 South 5th Street, Philadelphia, PA 19106.

  
U.S. Equal Employment Opportunity (JCL)

DATED: 3/13/06

  
Kean University

DATED: 2/17/06